

HEARING DATE AND TIME: September 14, 2009 at 9:00 a.m. (Eastern Time)
OBJECTION DEADLINE: September 4, 2009 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	-----x
In re	: Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> , f/k/a General Motors Corp., <i>et al.</i>	: 09-50026 (REG)
Debtors.	: (Jointly Administered)
	:-----x

**NOTICE OF DEBTORS' SIXTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated August 25, 2009 (the “**Motion**”), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”), for an order, pursuant to section 365, of title 11, United States Code to reject certain executory contracts (collectively, the “**Executory Contracts**”) and unexpired leases of nonresidential real property (the “**Leases**”), as

more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **September 14, 2009 at 9:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Ted Stenger); (iii) General Motors Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Matthew Feldman, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada,

1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff, Esq., Robert T. Schmidt, Esq., and Amy Caton, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); and (xiii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **September 4, 2009, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
August 25, 2009

/s/ Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

HEARING DATE AND TIME: September 14, 2009 at 9:00 a.m. (Eastern Time)
OBJECTION DEADLINE: September 4, 2009 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	-----x
In re	: Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> , f/k/a General Motors Corp., <i>et al.</i>	: 09-50026 (REG)
Debtors.	: (Jointly Administered)
	:-----x

**DEBTORS' SIXTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”) and unexpired leases of nonresidential real property (the “**Leases**”). A list identifying and describing the affected Executory Contracts and Leases is attached hereto as **Exhibit A**. A proposed form of order (the “**Order**”) is attached hereto as **Exhibit B**.

2. The Debtors request that the rejection of those Executory Contracts relating to mobile equipment leases and the Leases be effective as of August 31, 2009. With respect to all other Executory Contracts, the Debtors request that the rejections be effective as of August 26, 2009, the date this Motion is received by the counterparties via overnight mail.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. On June 1, 2009, the Debtors filed a motion (the “**Sale Motion**”), requesting, *inter alia*, an order (the “**Sale Order**”), pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), and 365, authorizing and approving (i) the sale of substantially all of the Debtors’ assets pursuant to a proposed Master Sale and Purchase Agreement and related agreements (the “**MPA**”) among the Debtors and NGMCO, Inc. (n/k/a General Motors Company) (“**New GM**”), a purchaser sponsored by the United States Department of the Treasury (the “**U.S. Treasury**”),

free and clear of liens, claims, encumbrances, and other interests, (ii) the assumption and assignment of certain executory contracts and unexpired leases of personal property and of nonresidential real property, and (iii) the approval of the UAW Retiree Settlement Agreement, subject to higher or better offers (the “**363 Transaction**”).

5. On July 5, 2009, the Court approved the 363 Transaction and entered the Sale Order, and on July 10, 2009, the 363 Transaction closed. Accordingly, the Debtors no longer operate as manufacturers of any GM branded motor vehicles, nor do they retain the rights to use GM trademarks in the wind-down of their business. All such manufacturing operations and trademark rights have been sold to New GM pursuant to the 363 Transaction.

The Executory Contracts and the Leases

6. The Debtors are currently undergoing a comprehensive review of their executory contracts and unexpired leases of nonresidential real property to determine which contracts and leases to assume and which to reject. Because the Debtors have sold substantially all of their assets in the 363 Transaction and are now winding down their remaining operations, the Debtors no longer require certain executory contracts and unexpired leases and will seek to reject those contracts and leases that provide no meaningful value or benefit to the Debtors’ estates. The Debtors have reviewed the Executory Contracts and Leases that are the subject of this Motion and have determined, in the their sound business judgment, that continuing the Executory Contracts and Leases would be burdensome and would provide no corresponding benefit or utility to the Debtors or their estates.

7. The Executory Contracts include: (1) various marketing and sponsorship agreements relating to GM branded vehicles, (2) mobile equipment leases relating to machinery that is no longer being utilized by the Debtors, (3) flight safety training agreements relating to

aircraft no longer leased by the Debtors, (4) various supply agreements that are no longer needed by the Debtors for their continuing operations, and (5) various indemnification, settlement, joint defense and asset purchase agreements.

8. The Leases include: (1) a ground lease with Linde LLC for property built in connection with a gas and oxygen supply system that is no longer being utilized by the Debtors, (2) a parking lot lease with Bill Jacobs Motor Transport, Inc. that is no longer needed by the Debtors, and (3) an office lease with New England Mutual Life Insurance Company for space the Debtors have vacated and no longer need for their continuing business operations.

9. The Debtors' primary business purpose at this stage in their chapter 11 cases is to liquidate the assets remaining following the close of the 363 Transaction in an efficient and cost-effective manner to maximize the value of the recovery for their creditors. The Executory Contracts and Leases are not necessary for the Debtors' continuing business operations or the administration of the Debtors' estates, and maintaining the Executory Contracts and the Leases would impose unnecessary costs and burdens on the Debtors' estates. The Debtors have also explored the possibility of marketing the Executory Contracts and Leases, but have determined that doing so would provide no meaningful benefit or value to the Debtors' estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts and Leases.

**Rejection of the Executory Contracts Is Supported by the
Debtors' Business Judgment and Should Be Approved by the Court**

10. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *see also In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

11. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the “business judgment” standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the “business judgment” standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42–43 (2d Cir. 1979) (holding that the “business judgment” test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d*, 187 B.R. 111 (S.D.N.Y. 1995) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”).

12. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will benefit the estate.’ ”) (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.”) (quoting *G Survivor*, 171 B.R. at 757)). Further, under the business judgment standard, “[a] debtor’s decision to reject an executory contract must be summary affirmed unless it is the product of ‘bad faith, or whim or caprice’ ” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

13. As noted above, the Debtors have reviewed the Executory Contracts and Leases and have determined that in light of the sale of substantially all of the Debtors’ assets and subsequent wind-down, the Executory Contracts and Leases are no longer necessary for or beneficial to the Debtors’ ongoing business, and create unnecessary and burdensome expenses for the Debtors’ estates. In addition, the Debtors have determined that no meaningful value would be realized by the Debtors if the Executory Contracts or Leases were assumed and assigned to third parties. Accordingly, the Executory Contracts and Leases should be rejected.

Notice

Notice of this Motion has been provided to (i) General Motors Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (ii) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi,

Esq.); (iii) the United States Department of the Treasury, 1500 Pennsylvania Avenue, NW, Room 2312, Washington, DC 20220 (Attn: Matthew Feldman, Esq.); (iv) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (v) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff, Esq., Robert T. Schmidt, Esq., and Amy Caton, Esq.); (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); (vii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.); (viii) the counterparties to the Executory Contracts and the Leases; and (ix) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
August 25, 2009

/s/ Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit A

Executory Contracts and Unexpired Leases of Nonresidential Real Property

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
1	Air Technologies Division	Air Technologies Division Attn: Steve Schoeny 400 Wright Dr. Park 63 Middletown, OH 45044-3263	Compressed Air Service Supply Agreement	12/14/2004	8/26/2009
2	ATEL Equipment Corporation	ATEL Equipment Corp. Attn: Russell H. Wilder, CLP 600 California Street, 6th Floor San Francisco, CA 94108	Mobile Equipment Lease, No. 483	1/1/2002	8/31/2009
3	Bill Jacobs Motor Transport, Inc.	Bill Jacobs Motor Transport, Inc. Attn: Legal Department 336 E. Ogden Ave. Hinsdale, IL 60521-3609 Bill Jacobs Motor Transport, Inc. Attn: Legal Department 1564 W. Ogden Ave. Nanerville, IL 60540-3957	Parking Lot Lease Agreement	3/7/2008	8/31/2009
4	Blue Bird Body Company	Blue Bird Body Company 402 Blue Bird Blvd. Ft. Valley, GA 31030	School Bus Chassis Supply Agreement	5/6/1991	8/26/2009
5	C4 Capital Corporation (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 530	2/1/2000	8/31/2009
6	CIT Leasing (ATEL Equipment Corp.)	ATEL Equipment Corp. Attn: Russell H. Wilder, CLP 600 California Street, 6th Floor San Francisco, CA 94108	Mobile Equipment Lease, No. 337	1/1/2002	8/31/2009
7	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 117	10/1/2000	8/31/2009
8	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 99	10/1/2000	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
9	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 65	8/1/2000	8/31/2009
10	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 50C	8/1/2003	8/31/2009
11	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 9C	11/1/2000	8/31/2009
12	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 39C	1/1/2003	8/31/2009
13	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 6C	12/1/2000	8/31/2009
14	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 394	11/1/2001	8/31/2009
15	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06604	Mobile Equipment Lease, No. 283	5/1/2001	8/31/2009
16	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06605	Mobile Equipment Lease, No. 145	2/1/2001	8/31/2009
17	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06606	Mobile Equipment Lease, No. 629	4/1/2003	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
18	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06607	Mobile Equipment Lease, No. 213	3/1/2001	8/31/2009
19	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06608	Mobile Equipment Lease, No. 34	10/1/2000	8/31/2009
20	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06609	Mobile Equipment Lease, No. 212	11/1/2000	8/31/2009
21	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06610	Mobile Equipment Lease, No. 327	5/1/2001	8/31/2009
22	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06611	Mobile Equipment Lease, No. 302	6/1/2001	8/31/2009
23	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06612	Mobile Equipment Lease, No. 702	1/1/2003	8/31/2009
24	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06613	Mobile Equipment Lease, No. 368	8/1/2001	8/31/2009
25	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06614	Mobile Equipment Lease, No. 372	7/1/2001	8/31/2009
26	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06615	Mobile Equipment Lease, No. 734	10/1/2003	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
27	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06616	Mobile Equipment Lease, No. 277	4/1/2001	8/31/2009
28	Dale Earnhardt, Inc.	Dale Earnhardt, Inc. Attn: Chad Warpula, General Manager 1675 Dale Earnhardt Hwy Mooresville, NC 28115-8330	Motorsports Team Agreement	1/1/2008	8/26/2009
29	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive Detroit, MI 48239-4001 USA	Product Responsibility Agreement	12/31/1987	8/26/2009
30	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board; 13400 West Outer Drive Detroit, MI 48239-4001 USA	Indemnification Agreement	12/31/1987	8/26/2009
31	Emigrant Business Credit Corp.	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 100	1/1/2006	8/31/2009
32	First American Capital (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 1351	10/1/1999	8/31/2009
33	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1516	1/1/2000	8/31/2009
34	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1053	6/1/1999	8/31/2009
35	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1402	10/1/1999	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
36	Flightsafety International Inc	Flightsafety International Inc La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2007	8/26/2009
37	Flightsafety International Inc.	Flightsafety International Inc. La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2006	8/26/2009
38	Flightsafety International Inc.	Flightsafety International Inc. La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2007	8/26/2009
39	Fort Street Capital LLC	TCF Equipment Finance Attn: David Laschenki 11100 Wayzata Blvd. Minnetonka, MN 55304	Mobile Equipment Lease, No. 1	4/1/2001	8/31/2009
40	Gordon Stewart Chevrolet Inc.	Lewis Longman & Walker PA 125 S Gadeden Street, Suite 300 Tallahassee, FL 32301	Settlement/Release Agreement	8/13/2007	8/26/2009
41	Lansing Board of Water & Light	Lansing Board of Water & Light P.O. Box 13007 Lansing, MI 48901-3007	Settlement Agreement	6/30/2008	8/26/2009
42	Lansing Board of Water & Light	Lansing Board Of Water & Light P.O. Box 13007 Lansing, MI 48901-3007	Steam Supply Agreement	12/18/1996	8/31/2009
43	Linde LLC	Linde LLC Attn: Jeffrey J. Johns 575 Mountain Avenue Murray Hill, NJ 07975	Ground Lease Agreement	3/20/2005	8/26/2009
44	Linde LLC	Linde LLC Attn: Jeffrey J. Johns 575 Mountain Avenue Murray Hill, NJ 07975	Supply Agreement	3/25/2009 (effective date 07/01/1996)	8/26/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
45	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 1640	5/1/2000	8/31/2009
46	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 1642	5/1/2000	8/31/2009
47	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 383	5/1/1997	8/31/2009
48	New England Mutual Life Insurance Company	New England Mutual Life Insurance Company Attn: Legal Department 501 Boylston Street Boston, MA 02116	Property Lease Agreement	6/16/1958	8/31/2009
49	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 4	5/1/2002	8/31/2009
50	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 99	2/1/2004	8/31/2009
51	Pacific Rim Capital, Inc.	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rolling Meadows, IL 60008	Mobile Equipment Lease, No. 162	9/1/2004	8/31/2009
52	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 139	10/1/2004	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
53	RBS Asset Finance	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor, Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease, No. 1202	2/1/2006	8/31/2009
54	RCR Team #29 LLC (Kevin Harvick)	Bill Patterson RCR Team #29 LLC 425 Industrial Drive Welcome, NC 27374	Motorsports Sponsorship Personal Services Agreement	1/1/2009	8/26/2009
55	Relational Technology Solutions	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rollling Meadows, IL 60008	Mobile Equipment Lease, No. 32	2/1/2003	8/31/2009
56	Rolls Royce Corporation	Rolls Royce Corporation Att: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Settlement Agreement	10/26/2000	8/26/2009
57	Rolls Royce Corporation	Rolls Royce Corporation Attn: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Joint Defense Agreement	8/4/2003	8/26/2009
58	Rolls Royce Corporation	Rolls Royce Corporation Attn: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Asset Purchase Agreement	9/14/1993	8/26/2009
59	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 506	5/1/2002	8/31/2009
60	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 694	11/1/2002	8/31/2009
61	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 600	8/1/2002	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
62	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06902	Mobile Equipment Lease, No. 673	9/1/2002	8/31/2009
63	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06903	Mobile Equipment Lease, No. 654	10/1/2002	8/31/2009
64	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06904	Mobile Equipment Lease, No. 555	5/1/2002	8/31/2009
65	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06905	Mobile Equipment Lease, No. 686	10/1/2002	8/31/2009
66	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06906	Mobile Equipment Lease, No. 398	1/1/2002	8/31/2009
67	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06907	Mobile Equipment Lease, No. 597	8/1/2002	8/31/2009
68	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06908	Mobile Equipment Lease, No. 623	8/1/2002	8/31/2009
69	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06909	Mobile Equipment Lease, No. 505	2/1/2002	8/31/2009
70	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06910	Mobile Equipment Lease, No. 676	9/1/2002	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
71	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06911	Mobile Equipment Lease, No. 553	11/1/2002	8/31/2009
72	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06912	Mobile Equipment Lease, No. 399	11/1/2002	8/31/2009
73	Seminole Energy Services	Seminole Energy Services Attn: Legal Department 303 East 17th Avenue Denver, CO 80203	Natural Gas Supply Agreement	4/1/2008	8/26/2009
74	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06604	Mobile Equipment Lease, No. 307	5/1/2001	8/31/2009
75	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06605	Mobile Equipment Lease, No. 763	12/1/2003	8/31/2009
76	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06606	Mobile Equipment Lease, No. 281	7/1/2001	8/31/2009
77	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06607	Mobile Equipment Lease, No. 169	12/1/2000	8/31/2009
78	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06608	Mobile Equipment Lease, No. 604	2/1/2003	8/31/2009
79	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06609	Mobile Equipment Lease, No. 294	5/1/2001	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
80	University Chevrolet LLC	Sutherland Asbill & Brennan Attn: Dean Bunch and Everett Boyd Jr. 3600 Maclay Blvd. South, Suite 202 Tallahassee, FL 32312	Settlement/Release Agreement	8/13/2007	8/26/2009
81	Urban Science Applications, Inc.	Urban Science Applications, Inc. Attn: Rick Jones 200 Renaissance Ctr. Fl 18 Detroit, MI 48243-1306	Litigation Support Agreement	5/1/2007	8/26/2009
82	White Consolidated Industries, Inc.	White Consolidated Industries, Inc. Attn: Vice President 11770 Berea Road Cleveland, OH 44111	Asset Purchase Agreement	4/9/1979	8/26/2009

Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, et al. : 09-50026 (REG)
f/k/a **General Motors Corp., et al.** :
: :
Debtors. : (Jointly Administered)
:
-----x

**SIXTH OMNIBUS ORDER PURSUANT TO 11 U.S.C. § 365
OF THE BANKRUPTCY CODE TO REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Upon the motion, dated August 25, 2009 (the “**Motion**”)¹, of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts and unexpired leases of nonresidential real property, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that each of the Executory Contracts listed on Annex I attached hereto is an executory contract capable of being rejected under section 365 of the Bankruptcy Code; and it is further

ORDERED that each of the Leases listed on Annex I attached hereto is an unexpired lease of nonresidential real property capable of being rejected under section 365 of the Bankruptcy Code; and it is further

ORDERED that the rejection of the Executory Contracts and the Leases, as set forth herein, (1) constitutes an exercise of sound business judgment by the Debtors, made in good faith and for legitimate commercial reasons; (2) is appropriate and necessary under the circumstances described in the Motion; and (3) is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006; and it is further

ORDERED that pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the rejection of the Executory Contracts and the Leases listed on Annex I attached hereto and all related amendments and supplements thereto effective as of rejection dates (the “**Rejection Dates**”) set forth on Annex I is hereby authorized and approved; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I

Executory Contracts and Unexpired Leases of Nonresidential Real Property

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
1	Air Technologies Division	Air Technologies Division Attn: Steve Schoeny 400 Wright Dr. Park 63 Middletown, OH 45044-3263	Compressed Air Service Supply Agreement	12/14/2004	8/26/2009
2	ATEL Equipment Corporation	ATEL Equipment Corp. Attn: Russell H. Wilder, CLP 600 California Street, 6th Floor San Francisco, CA 94108	Mobile Equipment Lease, No. 483	1/1/2002	8/31/2009
3	Bill Jacobs Motor Transport, Inc.	Bill Jacobs Motor Transport, Inc. Attn: Legal Department 336 E. Ogden Ave. Hinsdale, IL 60521-3609 Bill Jacobs Motor Transport, Inc. Attn: Legal Department 1564 W. Ogden Ave. Nanerville, IL 60540-3957	Parking Lot Lease Agreement	3/7/2008	8/31/2009
4	Blue Bird Body Company	Blue Bird Body Company 402 Blue Bird Blvd. Ft. Valley, GA 31030	School Bus Chassis Supply Agreement	5/6/1991	8/26/2009
5	C4 Capital Corporation (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 530	2/1/2000	8/31/2009
6	CIT Leasing (ATEL Equipment Corp.)	ATEL Equipment Corp. Attn: Russell H. Wilder, CLP 600 California Street, 6th Floor San Francisco, CA 94108	Mobile Equipment Lease, No. 337	1/1/2002	8/31/2009
7	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 117	10/1/2000	8/31/2009
8	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 99	10/1/2000	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
9	CIT Leasing (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 65	8/1/2000	8/31/2009
10	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 50C	8/1/2003	8/31/2009
11	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 9C	11/1/2000	8/31/2009
12	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 39C	1/1/2003	8/31/2009
13	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 6C	12/1/2000	8/31/2009
14	CIT Leasing (Macquarie Equipment Finance, LLC)	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	Mobile Equipment Lease, No. 394	11/1/2001	8/31/2009
15	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06604	Mobile Equipment Lease, No. 283	5/1/2001	8/31/2009
16	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06605	Mobile Equipment Lease, No. 145	2/1/2001	8/31/2009
17	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06606	Mobile Equipment Lease, No. 629	4/1/2003	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
18	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06607	Mobile Equipment Lease, No. 213	3/1/2001	8/31/2009
19	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06608	Mobile Equipment Lease, No. 34	10/1/2000	8/31/2009
20	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06609	Mobile Equipment Lease, No. 212	11/1/2000	8/31/2009
21	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06610	Mobile Equipment Lease, No. 327	5/1/2001	8/31/2009
22	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06611	Mobile Equipment Lease, No. 302	6/1/2001	8/31/2009
23	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06612	Mobile Equipment Lease, No. 702	1/1/2003	8/31/2009
24	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06613	Mobile Equipment Lease, No. 368	8/1/2001	8/31/2009
25	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06614	Mobile Equipment Lease, No. 372	7/1/2001	8/31/2009
26	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06615	Mobile Equipment Lease, No. 734	10/1/2003	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
27	CIT Leasing (Somerset Capital Group)	Somerset Capital Group Attn: Evan Bokor 1087 Broad Street Bridgeport, CT 06616	Mobile Equipment Lease, No. 277	4/1/2001	8/31/2009
28	Dale Earnhardt, Inc.	Dale Earnhardt, Inc. Attn: Chad Warpula, General Manager 1675 Dale Earnhardt Hwy Mooresville, NC 28115-8330	Motorsports Team Agreement	1/1/2008	8/26/2009
29	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive Detroit, MI 48239-4001 USA	Product Responsibility Agreement	12/31/1987	8/26/2009
30	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board; 13400 West Outer Drive Detroit, MI 48239-4001 USA	Indemnification Agreement	12/31/1987	8/26/2009
31	Emigrant Business Credit Corp.	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 100	1/1/2006	8/31/2009
32	First American Capital (Emigrant Business Credit Corp.)	Emigrant Business Credit Corp. Attn: Lisa Berishaj 101 Executive Blvd. Elmsford, NY 10523	Mobile Equipment Lease, No. 1351	10/1/1999	8/31/2009
33	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1516	1/1/2000	8/31/2009
34	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1053	6/1/1999	8/31/2009
35	First American Capital (Republic Financial)	Republic Financial Attn: Michelle Young 3300 South Parker Road Aurora, CO 80014	Mobile Equipment Lease, No. 1402	10/1/1999	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
36	Flightsafety International Inc	Flightsafety International Inc La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2007	8/26/2009
37	Flightsafety International Inc.	Flightsafety International Inc. La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2006	8/26/2009
38	Flightsafety International Inc.	Flightsafety International Inc. La Guardia Airport Marine Air Terminal Flushing, NY 11371	Flight Safety Training Agreement	1/1/2007	8/26/2009
39	Fort Street Capital LLC	TCF Equipment Finance Attn: David Laschenki 11100 Wayzata Blvd. Minnetonka, MN 55304	Mobile Equipment Lease, No. 1	4/1/2001	8/31/2009
40	Gordon Stewart Chevrolet Inc.	Lewis Longman & Walker PA 125 S Gadeden Street, Suite 300 Tallahassee, FL 32301	Settlement/Release Agreement	8/13/2007	8/26/2009
41	Lansing Board of Water & Light	Lansing Board of Water & Light P.O. Box 13007 Lansing, MI 48901-3007	Settlement Agreement	6/30/2008	8/26/2009
42	Lansing Board of Water & Light	Lansing Board Of Water & Light P.O. Box 13007 Lansing, MI 48901-3007	Steam Supply Agreement	12/18/1996	8/31/2009
43	Linde LLC	Linde LLC Attn: Jeffrey J. Johns 575 Mountain Avenue Murray Hill, NJ 07975	Ground Lease Agreement	3/20/2005	8/26/2009
44	Linde LLC	Linde LLC Attn: Jeffrey J. Johns 575 Mountain Avenue Murray Hill, NJ 07975	Supply Agreement	3/25/2009 (effective date 07/01/1996)	8/26/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
45	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 1640	5/1/2000	8/31/2009
46	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 1642	5/1/2000	8/31/2009
47	Mishawaka Leasing Company, Inc.	Mishawaka Leasing Company Inc. Attn: Denise Jones 7901 Southpark Plaza Suite 204 Littleton, CO 80120	Mobile Equipment Lease, No. 383	5/1/1997	8/31/2009
48	New England Mutual Life Insurance Company	New England Mutual Life Insurance Company Attn: Legal Department 501 Boylston Street Boston, MA 02116	Property Lease Agreement	6/16/1958	8/31/2009
49	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 4	5/1/2002	8/31/2009
50	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 99	2/1/2004	8/31/2009
51	Pacific Rim Capital, Inc.	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rolling Meadows, IL 60008	Mobile Equipment Lease, No. 162	9/1/2004	8/31/2009
52	Pacific Rim Capital, Inc.	Pacific Rim Capital, Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	Mobile Equipment Lease, No. 139	10/1/2004	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
53	RBS Asset Finance	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor, Mail Stop IH2800 Chicago, IL 60680	Mobile Equipment Lease, No. 1202	2/1/2006	8/31/2009
54	RCR Team #29 LLC (Kevin Harvick)	Bill Patterson RCR Team #29 LLC 425 Industrial Drive Welcome, NC 27374	Motorsports Sponsorship Personal Services Agreement	1/1/2009	8/26/2009
55	Relational Technology Solutions	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rollling Meadows, IL 60008	Mobile Equipment Lease, No. 32	2/1/2003	8/31/2009
56	Rolls Royce Corporation	Rolls Royce Corporation Att: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Settlement Agreement	10/26/2000	8/26/2009
57	Rolls Royce Corporation	Rolls Royce Corporation Attn: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Joint Defense Agreement	8/4/2003	8/26/2009
58	Rolls Royce Corporation	Rolls Royce Corporation Attn: Legal Department 14850 Conference Center Drive Chantilly, VA 20151	Asset Purchase Agreement	9/14/1993	8/26/2009
59	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 506	5/1/2002	8/31/2009
60	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 694	11/1/2002	8/31/2009
61	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	Mobile Equipment Lease, No. 600	8/1/2002	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
62	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06902	Mobile Equipment Lease, No. 673	9/1/2002	8/31/2009
63	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06903	Mobile Equipment Lease, No. 654	10/1/2002	8/31/2009
64	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06904	Mobile Equipment Lease, No. 555	5/1/2002	8/31/2009
65	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06905	Mobile Equipment Lease, No. 686	10/1/2002	8/31/2009
66	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06906	Mobile Equipment Lease, No. 398	1/1/2002	8/31/2009
67	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06907	Mobile Equipment Lease, No. 597	8/1/2002	8/31/2009
68	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06908	Mobile Equipment Lease, No. 623	8/1/2002	8/31/2009
69	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06909	Mobile Equipment Lease, No. 505	2/1/2002	8/31/2009
70	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06910	Mobile Equipment Lease, No. 676	9/1/2002	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
71	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06911	Mobile Equipment Lease, No. 553	11/1/2002	8/31/2009
72	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06912	Mobile Equipment Lease, No. 399	11/1/2002	8/31/2009
73	Seminole Energy Services	Seminole Energy Services Attn: Legal Department 303 East 17th Avenue Denver, CO 80203	Natural Gas Supply Agreement	4/1/2008	8/26/2009
74	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06604	Mobile Equipment Lease, No. 307	5/1/2001	8/31/2009
75	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06605	Mobile Equipment Lease, No. 763	12/1/2003	8/31/2009
76	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06606	Mobile Equipment Lease, No. 281	7/1/2001	8/31/2009
77	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06607	Mobile Equipment Lease, No. 169	12/1/2000	8/31/2009
78	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06608	Mobile Equipment Lease, No. 604	2/1/2003	8/31/2009
79	Somerset Capital Group Ltd.	Somerset Capital Group Ltd. Attn: Evan Boker 1087 Broad St. Bridgeport, CT 06609	Mobile Equipment Lease, No. 294	5/1/2001	8/31/2009

	Contract Counterparty	Counterparty Address	Contract Description	Contract Date	Rejection Date
80	University Chevrolet LLC	Sutherland Asbill & Brennan Attn: Dean Bunch and Everett Boyd Jr. 3600 Maclay Blvd. South, Suite 202 Tallahassee, FL 32312	Settlement/Release Agreement	8/13/2007	8/26/2009
81	Urban Science Applications, Inc.	Urban Science Applications, Inc. Attn: Rick Jones 200 Renaissance Ctr. Fl 18 Detroit, MI 48243-1306	Litigation Support Agreement	5/1/2007	8/26/2009
82	White Consolidated Industries, Inc.	White Consolidated Industries, Inc. Attn: Vice President 11770 Berea Road Cleveland, OH 44111	Asset Purchase Agreement	4/9/1979	8/26/2009